

REMARKS

Petition for Extension of Time Under 37 CFR 1.136(a)

It is hereby requested that the term to respond to the Office Action of May 11, 2009 be extended three months, from August 11, 2009 to November 12, 2009 (November 11, 2009 being a Federal holiday).

The Commissioner is hereby authorized to charge the RCE filing fee, the extension fee, and any additional fees associated with this communication to Deposit Account No. 50-4364.

In the Office Action, the Office indicated that claims 1 through 23 are pending in the application and the Office rejected all of the claims.

Definition of the Term “Service”/Claim Objections

The Office asserts that the present disclosure is “exceedingly unclear on what is meant by ‘service’”. Applicant respectfully disagrees. Paragraphs [0015] through [0021] provide several specific examples of services as contemplated by the invention. These include the “Symbian Connect Remote Filing System”, a service responsible for accessing files remote from the client device, perhaps in non-native format (paragraph [0016]), a remote software installer (paragraph [0017]), a “syncML” initiation service, used for synchronizing information between the client device and another device (paragraph [0018]), a PIM interface service, e.g., for contacts, etc. (paragraph [0020]), and a sales management service (paragraph [0021]).) These examples, as well as the rest of the disclosure, make it quite clear that services as contemplated by the disclosure are functions done by a service for a client, where the services are installed on a second device and are available to be “served” to the client.

Applicant submits that the above discussion satisfies the Office's request that the Applicant clarify, on the record, the definition of the term "service" in the context of the claims.

Rejections under 35 U.S.C. §103

On page 6 of the Action, the Office rejected claims 1-8, 10, 12-19 and 21 under 35 U.S.C. §103(a) as unpatentable over Raj Srinivasan ("RFC 1833: Binding Protocols for ONC PRC Version 2", hereinafter "Srinivasan") in view of U.S. Patent Application Publication No. 2005/0021594 to Bernardin (hereinafter "Bernardin"), and further in view of IBM TDB ("Remote propagation of Activity Service customized properties/Customization of Activity Service use of Property Groups," hereinafter "IBM"). On page 10 of the Office Action, the Office rejected claims 9 and 20 under 35 U.S.C. §103(a) as being unpatentable over Srinivasan, Bernardin and IBM and further in view of U.S. Patent No. 6,842,903 to Weschler, (hereinafter "Weschler"). On page 11 of the Office Action, the Office rejected claims 9 and 20 under 35 U.S.C. §103(a) as being unpatentable over Srinivaasan, Bernardin, and IBM and further in view of U.S. Patent No. 6,289,392 to Bugbee (hereinafter "Bugbee"). On page 12 of the Office Action, the Office rejected claims 11 and 22 under 35 U.S.C. §103(a) as being unpatentable over Srinivasan, Bernardin and IBM, and further in view of Simson Garfinkel et al. ("Practical UNIX & Internet Security", hereinafter "Garfinkel"). On page 13 of the Office Action, the Office rejected claims 11 and 22 under 35 U.S.C. §103(a) as being unpatentable over Srinivasan, Bernardin and IBM, and further in view of U.S. Patent Application Publication No. 2004/0054690 to Hillerbrand et al. (hereinafter "Hillerbrand"). On page 14 of the Action, the Office rejected claim 23 under 35 U.S.C. §103(a) as being

unpatentable over Srinivasan in view of Bernardin, IBM, and in further view of U.S. Patent No. 5,867,660 to Schmidt et al.

The Present Invention

As exemplified by present independent claim 1, the present invention is a method of enabling a client, running on a first computing device that is connected to a second computing device, to use a service on that second computing device, comprising the steps of:

- (a) a service, installed on the second computing device, registering its published name with a service broker on that second computing device;
- (b) the client sending a message to the service broker specifying the published name of the service; and
- (c) the service broker providing a connection point address of the service to the client;

wherein the published name of the service conforms to a structured naming convention that both uniquely identifies the service itself and uniquely identifies the service as a service from a particular vendor, but without specifying the connection point address of that service, to enable the service broker to start up the service without the risk of a clash.

Services to be served to a client are and installed on a computing device register their published name, which conforms to a structured naming convention, such as reversed domain information, with a 'service broker' on that device. The service broker uses a single well-known port number address. When an external client, connected to the computing device that has a service broker, wants to use a service on that computing device, it sends a message to the service

broker using the well known port number. The message specifies the name of the desired server and requests that the service broker inform it of the appropriate connection point (e.g. port number) to use. There is no dependency on port numbers or unstructured and arbitrary naming conventions. The service broker then obtains the connection point address to be used by the client to access the requested service, and communicate the connection point address to the client.

Applicant has carefully read the Office's "Response to Arguments" section of the May 11, 2009 Office Action. Despite Applicant having given detailed explanations as to why the IBM document, the primary reference relied upon by the Office, does not disclose a naming convention, and explaining how the Office has misunderstood the disclosure of the IBM reference, the Office completely ignores the Applicants arguments and does not address them at all. Applicant notes, however, that to further prosecution and to focus the issues for an appeal, should one be needed, Applicant has amended each of the independent claims to specifically recite that the service broker provides the connection point address of the requested service to the requesting client.

Some of the arguments below have been previously presented; others have been added or augmented in view of the most recent Office Action.

Under paragraph 8 and, in particular, the first full paragraph of pages 6 and 7 of the Office Action, the Office states that the IBM document "teaches that the published name of the service conforms to a structured naming convention that uniquely identifies the service itself and uniquely identifies the service as a service from a particular vendor".

The applicant respectfully disagrees. The IBM document does not disclose a naming convention, as stated by the Office. Instead the IBM document relates to the customization of a particular service in a particular execution domain. Under the heading "The Solution", the IBM document states that, "These names are ensured to be unique for each HLS in an execution domain if a java package name is used as the service name". What is clear is that the name is only unique within a particular execution domain and doesn't serve to uniquely identify a *service* as recited in claim 1. The teaching of the IBM document does not differ from the known java package naming convention which was previously dealt with in the Jini context (the previously relied on Venners citation).

It is submitted that the Office has misunderstood the disclosure of the IBM document. The `implementation_specific_data` field of the IBM document is used by a server to determine whether customization data is to be used for that execution context. It is not a naming convention that both uniquely identifies the service and uniquely identifies the service as a service from a particular vendor, as is claimed herein.

In the second paragraph on page 8 of the Office Action, the Office admits that the Srinivasan document does not explicitly disclose the service broker starting up the service. In an attempt to supply this missing teaching from another source, the Office relies on the Benardin disclosure and points to paragraph 202 of Benardin.

Bernardin is concerned with the virtualization of facilities available within some kind of large distributed system, with a GridServer Manager that receives requests for actions to be performed. The GridServer Manager "breaks apart" the requests and schedules sub-tasks to be performed by different engines within the larger system. The results are returned

transparently to the client, who is completely unaware as to which engine completed which part of the broken-apart request, or where it was done; the client simply receive back the results of the request.

The present invention uses the service broker to both start up the service, and to provide the connection point address to the client. The GridServer Manager of Bernardin is unconcerned with either of these issues. Bernardin simply delivers the request to the client, after performing the very important task of parceling out the request to multiple entities do that it can be returned to the client in the most efficient manner possible. It has no reason to “start up a service” since its job is to deliver the request, not to facilitate making a service available to a client and telling the client how to access the service. The claimed invention, by contrast, does both. The service broker starts the requested service so that it is ready to go when the client requests it, and it also tells the client where to go to complete the request and actually use the service.

Therefore, the combination of Bernardin and Srinivasan neither teaches nor suggests the claimed invention.

Further, Applicant previously argued that Bernardin and Srinivasan are not in the same field of endeavor as the claimed invention. In response, the Office simply disagrees and states, as a conclusion without providing supporting evidence, that “the field of endeavor test is not so narrow as to be limiting to a sliver of art”. Applicant respectfully requests the Office to provide support for this conclusion. Applicant reiterates that the preamble to current claim 1 recites a method of enabling a client to use a service on a second computing device. It is again submitted that the current invention is concerned not only with registering,

but also with finding and using services. Benardin, on the other hand, is concerned with translating and importing existing client-server applications to grid platforms without the need for extensive modification (see paragraph [0004]). This is a significantly different field of endeavour.

Each of the pending claims include the above limitations neither taught nor suggested by any of the cited references, taken alone or in combination, including Srinivasan, Bernardin, IBM, Weschler, Bugbee, Garfinkel, Hillerbrand and Schmidt. Accordingly, the Office is respectfully requested to reconsider and withdraw the rejection of the claims

Conclusion

The present invention is not taught or suggested by the prior art. Accordingly, the Office is respectfully requested to reconsider and withdraw the rejection of the claims. An early Notice of Allowance is earnestly solicited.

The Commissioner is hereby authorized to charge any fees associated with this communication to applicant's Deposit Account No. 50-4364.

Respectfully submitted

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Date

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